

UNITED STATES' DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK  
2018 Nov 20 PM 12:10

**CIVIL CASE NUMBER:**

CHUKWUMA E AZUBUKO  
Plaintiff

**18 CV 10890**

V.

UNIVERSITY OF LONDONG &

EDUCATIONAL TESTINGS SERVICE  
Defendants

**COMPLAINT**

**INTRODUCTION**

The Plaintiff signed up for distance or online education with the first Defendant for the Bachelor of Law also known as LLB degree in 1995. The second Defendant was her agent in the United States, then. The Plaintiff sat for four examinations under the supervision of the second Defendant. Of course, the Plaintiff paid for the examinations in addition to the course tuition and fees. The Plaintiff purchased the necessary textbooks like any serious student for the examinations. It should be noted that this is not the first lawsuit on the case. The Plaintiff was condemned to injury and error of law or blatant miscarriage of justice earlier, therefore, the Plaintiff deems it advisable to re-litigate with hope of getting justice this time, all things being equal. Importantly, it is always advisable to approaching jurisprudence on situationalistic and not traditionalistic and modernistic bases [if the necessary parties would agree with the Plaintiff]

## **PARTIES**

The Plaintiff's contact address is as stated below. The first Defendant's contact address is: Senate House, Malet Street London WC1E 7HU. The second Defendant's address is: ETS Corporate Headquarters, 660 Rosedale Road, Princeton – NJ 08451, United States of America.

## **JURISDICTION**

The sub-head exists on constitutional, statutory and procedural bases. Some will be cited.

[Article III Sec. 2; 20 U.S.C. Secs. 1232g, 2301 to 2414, 2501 to 2569, ...; 28 U.S.C. Secs. 1331, 1332 2505; 15 U.S.C. Sec. 1; FRCP 4(e)(2)(C)(f)(1)(2); ...]

## **[BASES OF THE] COMPLAINT**

### **COUNT 1: PRIVITY OF CONTRACT**

That the first Defendant entered a contract with the Plaintiff in 1995 for the Bachelor of Law (LLB) degree on distance education basis and the examination to be supervised by the second Defendant who is located in New Jersey, United States.

### **COUNT 2: CONSIDERATION**

That the Plaintiff paid the tuition and fees through the United States' Bank.

### **COUNT 3: LAWFUL AND AGREED-UPON PERFORMANCE**

That the Plaintiff sat for the examinations on four courses.

### **COUNT 4: ALLEGED FAILURE OF THE PLAINTIFF ON THE FOUR COURSES WITHOUT PROBATIVE EVIDENCE**

That the first Defendant failed the Plaintiff on the four courses.

### **COUNT 5: DEFENDANTS DENIAL OF ACCESS TO EDUCATIONAL MATERIALS**

That the Plaintiff requested access to his educational materials and it was denied.

**COUNT 6: DENIAL OF ACCESS TO THE EDUCATIONAL MATERIALS VIOLATED UNITED STATES' LAW**

That the Defendants denial was not in tandem with the United States' law in relationship to the matter in question - "The Family Educational Rights and Privacy Act of 1974 (FERA or the Buckley Amendment).

**COUNT 7: DEPRIVATION OF PROPERTY'S INTEREST**

That the Defendants actions associated with deprivation of property's interest to the Plaintiff without mincing words.

**COUNT 8: TOTAL FAILURE OF CONSIDERATION**

That the Defendants' actions associated indisputable with *total failure of consideration* [to the Plaintiff]

**COUNT 9: INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**

That the Defendants' actions markedly associated with the intentional infliction of emotional distress.

**COUNT 10: EXISTENCE OF NEGLIGENCE INFILCTION OF EMOTIONAL DISTRESS**

Tha the Defendants' actions justify negligent infliction of emotional distress.

**COUNT 11: THE EXEMPLIFICATION OF LACK OF SKILL**

That the Defendants' actions were analogous to lack of skill.

**COUNT 12: BREACH OF CONTRACT**

That the Defendants' actions lent themselves to anticipatory breach of contract.

**COUNT 13: NO PROVISION FOR DISPUTE RESOLUTION ON GRADINGS**

That the first Defendant provided no basis for grade-related dispute resolution or adjudication and it should not be so.

## **DEMAND FOR JURY TRIAL**

The sub-head is clearly in keeping with law of the land; the Plaintiff is not engaging in a legal's impossibility. [Seventh Amendment; Mass. Const. Art. 15]

## **RELIEF SOUGHT**

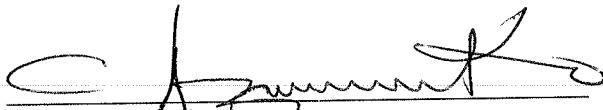
The Plaintiff will pray the Court to order the first Defendant to change the F grades to at least B grades vis-à-vis the four courses she maliciously condemned the Plaintiff to F grades.

## **COMPENSATORY AND PUNITIVE DAMAGES**

The Plaintiff will demand compensatory damages in the amount of \$400m and the punitive in the amount of \$600m from each Defendant. Cost and interest will be excluded.

## **CONCLUSION**

Hopefully, "Justice will be done and be seen to be done, at all material times and irrespective of whose ox will be gored or highly placed.



CHUKWUMA E AZUBKO

*Pro Se*

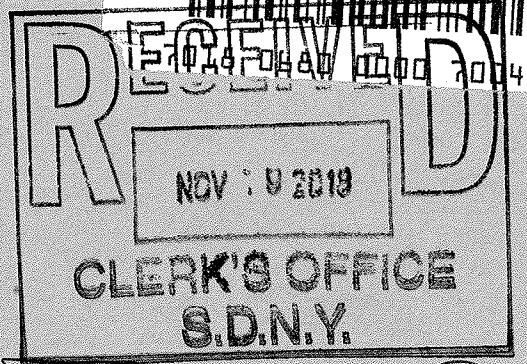
P O Box 171121

Boston – MA 02117

Telephone: (857) 417 2044

**Dated in Boston – Massachusetts on Wednesday - October 31<sup>st</sup> – 2018.**

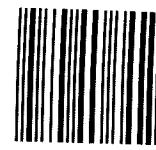
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The Clerk

United States District Court  
for the Southern District of New York  
500 Pearl Street  
NEW YORK — NY 10007-1312